

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Release Performance Bond for Clifton Park

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Cythia Sweet

**EXT:** 7443

**MOTION/RECOMMENDATION:**

Authorize the release of Performance Bond # 024-010-905 in the amount of \$932,520.60 for Clifton Park subdivision, as requested by Ryland Homes, applicant.

District 1 Bob Dallari

Cynthia Sweet

**BACKGROUND:**

Performance Bond # 024-010-905 in the amount of \$932,520.60 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Clifton Park subdivision improvements. Staff has conducted the final construction inspection and found that the construction requirements were completed per the approved final engineering plan. The Performance Bond has been replaced with a two-year maintenance bond to insure the performance and maintenance of the subdivision's improvements.

The subdivision is located approximately ¼ mile south of SR 426 and west of the SR 417, within the South Tuskawilla PUD, in Section 31, Township 21 South, and Range 31 East.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the release of Performance Bond # 024-010-905 in the amount of \$932,520.60 for Clifton Park subdivision as requested by the applicant, Ryland Homes.

**ATTACHMENTS:**

1. Performance Bond

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, The Ryland Group, Inc., hereinafter called the "**Principal**", and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter called "**Surety**" are held and firmly bound to **SEMINOLE COUNTY**, a political subdivision of the State of Florida, in the full and just sum of **\$932,520.60** lawful money of The United States of America, to be paid to the Board of County Commissioners of **SEMINOLE COUNTY**, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden **Principal** has as a condition precedent to the approval by **SEMINOLE COUNTY** of a plat of a certain subdivision known as Clifton Park has covenanted and agreed with **SEMINOLE COUNTY** to construct roads, streets, sidewalks, drainage, potable water, sanitary sewer, and other improvements based upon development plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated 16<sup>th</sup> day of May, 2005, and being on file with **SEMINOLE, COUNTY, Florida**.

**WHEREAS**, it is a condition precedent to the recording of said subdivision that this bond be executed:

**NOW THEREFORE**, the conditions of these obligations are such that if the bounden **Principal** shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and specifications dated 16<sup>th</sup> day of May, 2005, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and specifications, and shall indemnify and save harmless **SEMINOLE COUNTY** against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which **SEMINOLE COUNTY** may sustain on account of the failure of the **Principal** to perform in accordance with the development plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The **Surety** unconditionally covenants and agrees that if the **Principal** fails to perform all or any part of the construction work required by the development plans and specifications above referred to, the **Surety** upon forty-five (45) days written notice from **SEMINOLE COUNTY**, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the **Surety** fail or refuse to perform and complete the said improvements, **SEMINOLE COUNTY**, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the **Principal** and the **Surety**, or either, both at law and in equity, including specifically specific performance, to which the **Principal** and **Surety** unconditionally agree.

The **Principal** and the **Surety** further jointly and severally agree that **SEMINOLE COUNTY**, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the **Principal** shall fail or refuse to do so. In the event **SEMINOLE COUNTY** should exercise and give effect to such right, the **Principal** and the **Surety** shall be jointly and severally liable hereunder to reimburse **SEMINOLE COUNTY** the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the **Principal** to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the **Principal** and the **Surety** have executed these presents this the 21<sup>st</sup> day of April, 2006.

Address:  
4700 Millenia Boulevard  
Suite 400  
Orlando, Florida 32839

THE RYLAND GROUP, INC.

By: [Signature] Its Assistant Vice President  
Print Name: Larry Dowling Title

ATTEST: [Signature], Its \_\_\_\_\_  
Print Name: Tahir E. Lefebvre Title

CORPORATE SEAL

Address:  
505 S. Main St, Ste #830  
Orange, CA 92868

Liberty Mutual Insurance Company

Surety (PRINT NAME)

By: [Signature]  
Its Attorney-in-Fact (PRINT NAME AND TITLE)  
**Natalie K. Trofimoff, Attorney-in-Fact**

ATTEST: Witness: [Signature]  
(PRINT NAME)  
Shanna E. Judson

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

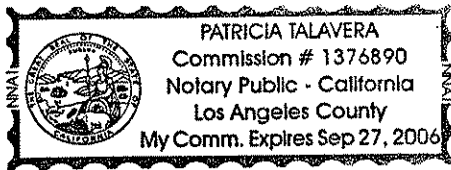
County of Los Angeles

On APR 21 2006 before me, Patricia Talavera, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Natalie K. Trofimoff  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia Talavera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**POSITION CLAIMED BY SIGNER**

☐ INDIVIDUAL

☐ CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY (IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**CESAR F. JAVIER, JEFFREY STRASSNER, CHRISTINA TURMAN, B. A. MATSON, KRISTINE MENDEZ, ADRIANA VALENZUELA, NATALIE K. TROFIMOFF, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA .....**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 75,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of April, 2005.

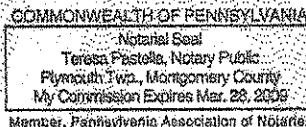
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 4th day of April, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this APR 21 2006 day of



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-800-0000 Liberty Mutual and 1-800-800-0000 Liberty Mutual